

AN ORDINANCE 101611

**AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT WITH UNGERBOECK SYSTEMS, INC. FOR AN EVENT COORDINATION AND MANAGEMENT SYSTEM UTILIZED FOR BOOKING BY THE ALAMODOME, CONVENTION AND VISITORS BUREAU AND CONVENTION FACILITIES FOR FISCAL YEAR 2005-2006 IN THE AMOUNT OF \$39,475.00; AND PROVIDING FOR PAYMENT FROM THE COMMUNITY AND VISITOR FACILITIES FUND.**

\* \* \* \* \*

**WHEREAS**, in July 1999, City Council approved a Professional Services Agreement ("Agreement") in the amount of \$168,639.27 with Ungerboeck Systems, Inc. ("Ungerboeck") for the purchase of Electronic Booking Management Software ("EBMS") for the Convention Facilities Department and Convention and Visitors Bureau ("CVB") and the Agreement was amended by City Council in March 2004 to allow the Alamodome access to EBMS and the ability to share booking and other information with the CVB and Convention Facilities Department; and

**WHEREAS**, the Alamodome, Convention Facilities Department and CVB have each been responsible for the administration and implementation of the software for their respective departments and the City has entered annual Maintenance Agreements with Ungerboeck to provide maintenance services to these departments; and

**WHEREAS**, it is now necessary to enter a Maintenance Agreement with Ungerboeck for Fiscal Year 2005-2006 in the amount of \$39,475.00; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The terms and conditions of a Maintenance Agreement with Ungerboeck Systems, Inc. for an event coordination and management system utilized for bookings by the Alamodome, Convention and Visitors Bureau and Convention Facilities for Fiscal Year 2005-2006, in the amount of \$39,475.00, are authorized and approved.

**SECTION 2.** The City Manager or a designee is authorized, for a sixty (60)-day period following the effective date of this Ordinance, to execute a Maintenance Agreement with Ungerboeck. A copy of the Maintenance Agreement, previously executed by Ungerboeck, is attached hereto and incorporated herein as Exhibit I.

**SECTION 3.** Funds are available in the FY06 budget and are to be from General Ledger 5201040 from the Fund and Cost Centers as follows:

LB  
11/03/05  
Item #15

\$17,544.50 from Fund 29006000, Cost Center 4302030001  
\$17,544.50 from Fund 29006000, Cost Center 4201010001  
\$ 3,486.00 from Fund 29016000, Cost Center 4501010001

**SECTION 4.** Payment is authorized to Ungerboeck Systems, Inc. and funds shall be encumbered upon the issuance of a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

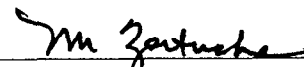
**SECTION 6.** This Ordinance shall be effective on and after the tenth day after passage.

**PASSED AND APPROVED** this 3<sup>rd</sup> day of November, 2005.

  
M A Y O R

ATTEST:  PHIL HARDBERGER  
ASSISTANT City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

  
for City Attorney

# Exhibit I

## Event Business Management Software

For Venues, Events, & Destinations

### EBMS Software Maintenance Agreement

This Agreement between Ungerboeck Systems International ("USI") and the City of San Antonio ("CLIENT") sets forth the terms and conditions under which USI will provide Software Maintenance and Support services to CLIENT.

1. **SCOPE:** This agreement is an extension of, and an attachment to the USI Software License Agreement dated December 13, 1999 by and between USI and CLIENT regarding:

1.1 Accounts Receivable, Contract Administration, General Accounting & Analysis, Event Management & Coordination, Event Registration & Housing, Event CRM/Sales & Marketing, Facility Booking, Facility Maintenance, Inventory Management, Membership Services, Personnel Management, Query & Reporting, System Access Manager, and Tour Sales & Marketing

for 72 concurrent users.

1.2. Up to N/A iEBMS internet transactions per year.

2. **PAYMENT:** CLIENT shall be entitled to the following maintenance and support services upon payment to USI of a maintenance fee of \$ 39,475 prior to the begin of the maintenance period stated above for its licensed software modules.

In addition, CLIENT will be charged for any travel and lodging which may be incurred by USI to perform the service. However, any such expenses will be subject to prior approval by the CLIENT.

3. **MAINTENANCE AND SUPPORT SERVICES:** During the period beginning on 10/1/05 and ending on 9/30/06, USI shall provide to CLIENT:

3.1. Such UPDATES and UPGRADES as are generally released by USI to all customers holding current Maintenance and Support Agreements.

3.2. Electronic customer support for general system trouble shooting, loading of software modifications and enhancements.

3.3. Toll-free telephone support services Monday through Friday - except on holidays observed by USI - during the following hours:

- North America: 6:00 a.m. to 10:00 p.m. US Central Standard Time (CST) at 800 400 4052
- Europe: 8:00 am - 05:00 pm Central European Time (CET) at 800 3267 4357
- Australia: 9:00 a.m. to 5:30 p.m. Australian Eastern Standard Time (AEST), locally at 1 800 80 80 53,
- Asia-Pacific: 9:00 a.m. to 5:30 p.m. Australian Eastern Standard Time (AEST), locally at 800 4357 3267

3.4. Emergency assistance via toll-free international telephone service to USI St. Louis at 800 3267 4357, available 24 hours per day, 7 days per week.

3.5. Access to USI's internet-based User Forum at [www.ungerboeck.com](http://www.ungerboeck.com)

3.6. Attendance at the regional and international User Conferences (however, some of these conferences are also subject to registration fees).

This service does not include the cost of modification of the new software release to accommodate any of CLIENT'S prior custom modifications such as custom reports, triggers, or system interfaces.

4. **SERVICE LEVELS:** CLIENT may report EBMS software errors, usage questions, and enhancement requests (collectively called INCIDENTS) by email, fax, or telephone.

Critical errors (which prevent the CLIENT from performing essential business activities) should be reported by telephone to assure that they are received and handled with appropriately high priority as jointly determined by the CLIENT and USI support personnel.

4.1. INCIDENTS are processed as follows:

4.1.1. **Critical Error:** Within 2 business hours, each Critical Error will be given a tracking number, classification, and initial action plan, and will be reported back to CLIENT.

Each critical error is assigned to testing by USI Support in a similar environment and the same release level as used by CLIENT.

If replicated, the error is directly assigned to Software Development for top priority correction. When the error is corrected and retested, a patch with the correction is issued to the CLIENT via the FTP site.

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• Karlsruhe  
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• London  
+44 20-7872-5896

• Paris  
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• Sydney  
+61 2-8209-4807

• Hong Kong  
+852 2593-1201

[www.ungerboeck.com](http://www.ungerboeck.com)  
[marketing@ungerboeck.com](mailto:marketing@ungerboeck.com)

## EBMS Software Maintenance Agreement (cont.)

If the error cannot be replicated, a USI Support representative is assigned to pursue a resolution in coordination with CLIENT at top priority.

**4.1.2. Non-Critical Error:** Within 4 business hours, each non-critical error will be given a tracking number, classification, and initial action plan, and will be reported back to CLIENT.

Each non-critical error is assigned to testing by Support in similar environment and the same release level as used by CLIENT.

If replicated, the error is directly assigned to Software Development for correction. Once the error has been corrected and retested, a general patch is issued to all CLIENTs via the FTP site.

If the error cannot reasonably be corrected in the CLIENT's release of EBMS, CLIENT is asked to upgrade the current release.

If CLIENT cannot reasonably upgrade, USI Support and the CLIENT jointly determine an alternate course of action.

If the error cannot be replicated, a USI Support representative is assigned to pursue a resolution during the normal course of business.

**4.1.3 Enhancement:** Requests are reviewed by the Product Design Team once a week. If applicable to the EBMS product, the enhancement will be planned for an upcoming release. If not applicable to the EBMS product, then USI will consider performing the enhancement on a fee-basis.

**4.1.4 Other:** Questions regarding the use of EBMS are handled free of charge by a Support representative. However, training issues may - at USI's discretion - be assigned to the consulting department for chargeable services.

Technical issues not related directly to the software program, but related to network or database issues, are assigned to a technical consultant, who troubleshoots the issue with CLIENT.

Documentation matters are assigned to the Quality Assurance Department for review and updating.

**5. SERVICE GUARANTEE:** In the event that USI fails materially to respond in accordance with the above service level objectives, the end time of the then current EBMS Software Maintenance Agreement shall be extended at no cost to CLIENT by 7 calendar days for each such failure occurrence, provided that CLIENT has provided USI with written notice of the failure within ten (10) business days of the failure.

In the case of Critical Error, the ten(10) day period for providing USI notice of a service failure shall not begin until USI has provided CLIENT with a correction, PATCH, or WORKAROUND and CLIENT has had a reasonable opportunity to evaluate its effectiveness.

**6. ALTERATIONS BY CLIENT:** If CLIENT arranges to modify data in the EBMS database by means other than technology provided by USI, any troubleshooting, maintenance and support work requested by CLIENT and resulting from such modifications, will be chargeable to CLIENT at USI's standard service rates.

**7. LIABILITY:** Any liability of USI under this Maintenance Agreement will be limited under all circumstances to the above maintenance period and maintenance fee paid to USI.

Also, USI will NOT be liable for the recreation of lost or polluted data only to the extent that such data has been properly backed up in standard EBMS database formats on electronic media.

For USI:

Authorized Signature

Dieter K. Ungerboeck

Typed or Printed Name

President

Title

Date

9-28-05

For CLIENT :

Authorized Signature

Typed or Printed Name

Title

Date